

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
JEFFREY JEFFERS, TRENT PATTERSON,

Plaintiffs,

14-CV-6173 (CBA) (ST)

-against-

CITY OF NEW YORK,

Defendant.

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISCONTINUANCE OF
PLAINTIFF JEFFREY
JEFFERS' CLAIMS**

----- X
WHEREAS, Plaintiffs initiated this action by Complaint filed on or about October 14, 2014, alleging violations of their rights in connection with medical care received while in the custody of the New York City Department of Correction;

WHEREAS, by Answer filed on or about March 7, 2016, Defendant denied many of the substantive allegations in the Complaint, asserted various defenses, and denied any and all liability arising out of Plaintiffs' allegations; and

WHEREAS, Plaintiffs Jean Volcy, William Gibbs, and Anthony Corty were terminated from this action on November 24, 2015; and

WHEREAS, Plaintiff Timothy Ryan is now deceased, and no motion was ever made to substitute the proper part on behalf of his estate, and thus, consistent with the Court's Order dated November 30, 2016, Plaintiff Ryan is no longer a party to this action; and

WHEREAS, Plaintiff Jeffrey Jeffers and Defendant City of New York now desire to resolve Plaintiff Jeffers' claims in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The claims of Plaintiff Jeffers in the above-referenced action are hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph “2” below.

2. The City of New York hereby agrees to pay Plaintiff Jeffers the sum of One Thousand Three Hundred Fifty Dollars (\$1,350.00) in full satisfaction of all claims that were or could have been raised by Plaintiff Jeffers in this action, including claims for costs, expenses and attorneys’ fees (the “Settlement Amount”). Payment of the Settlement Amount will be made by check payable to “Jeffrey Jeffers.”

3. In consideration for the payment described above in paragraph “2,” Plaintiff Jeffers agrees to dismissal of all of his claims in this action and agrees to release and discharge the City of New York, the New York City Department of Correction, New York City Health + Hospitals, their successors or assigns, and all present or former officials, employees, representatives or agents of the City of New York, the New York City Department of Correction, and New York City Health + Hospitals, from any and all liability, claims, and/or rights of action that Plaintiff Jeffers may have, from the beginning of the world to the date of the Release in this action, including any and all claims relating to medical care during the periods of time when he was in the custody of the New York City Department of Correction, and including claims for costs, expenses and attorneys’ fees.

4. Plaintiff Jeffers shall execute and deliver to the Defendant’s attorney all documents necessary to effect this settlement, including an affidavit concerning liens, a release based on the terms of paragraph “3” above, and a substitute W-9 form. Payment of the

Settlement Amount is conditioned upon Plaintiff Patterson's delivery of such documents to Defendant's attorney.

5. Payment of the settlement amount is also conditioned upon the settlement and discontinuance of the claims of Plaintiff Trent Patterson in this action.

6. Nothing contained herein shall be deemed to be an admission by the City of New York, the New York City Department of Correction, or New York City Health + Hospitals, that they have in any manner or way violated Plaintiff Patterson's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, the City of New York, the New York City Department of Correction, New York City Health + Hospitals, or any other rules, regulations or bylaws of any department or subdivision of the City of New York, the New York City Department of Correction, or New York City Health + Hospitals.

7. This Stipulation and Order shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, and the parties agree that they will not seek to enter, refer to, or use this Stipulation and Order in any other litigation or settlement negotiation, except as may be necessary to enforce the terms thereof.

8. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, the New York City Department of Correction, or New York City Health + Hospitals.

9. Plaintiff Jeffers shall be responsible for the payment of any federal, state and/or local taxes on the payment specified in paragraph "2" above, and on any interest that may accrue in connection therewith.

10. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

11. This Stipulation and Order may be executed in counterparts, and a facsimile or scanned signature shall be deemed valid for all purposes.

Dated: April 29, 2019
New York, New York

Jeffrey Jeffers
Plaintiff *pro se*
Ogdensburg Correctional Facility
One Correction Way
Ogdensburg, New York 13669-2288

By: 
Jeffrey Jeffers

ZACHARY W. CARTER
Corporation Counsel of the City of New York
Attorney for Defendant City of New York
100 Church Street, Room 2-189
New York, New York 10007
(212) 356-0891

By: 
Andrew J. Rauchberg
Assistant Corporation Counsel

SO ORDERED:

U.S.D.J.